

Provide Snow Removal Services
at the
Chief Andrew Isaac Health Center and Environs
1717 Cowles St., Fairbanks, AK

PROPOSAL DUE DATE: November 13, 2020 @ 2:00 PM

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1) SECTION 1

a) INSTRUCTIONS TO OFFERORS

i) EXAMINATION OF DOCUMENTS AND SITE

- b) Before submitting a Proposal, the Offeror is encouraged to carefully examine and acquaint themselves with all portions of the Request for Proposals (RFP) and fully inform themselves of existing conditions and limitations.

c) INTERPRETATION

- i) Tanana Chiefs Conference (TCC) assumes no responsibility for any understanding or representations concerning conditions made by any of its employees or consultants prior to the execution of this agreement, unless such understanding or representations are expressly stated in the Proposal and Addenda.
- ii) Should an Offeror find discrepancies in or omissions from the RFP for Snow Removal Services, or be in doubt as to their meaning, they should at once notify the Contract Administrator who will send written instructions or addenda to all Offerors. The Contract Administrator will not be responsible for oral interpretations. Any questions must be received in writing. Questions received after the deadline noted in Item D of the Activity Schedule will not be answered. All addenda shall become part of the RFP.
- iii) Questions or requests for clarifications shall be directed to the Contract Administrator. Questions or requests for clarification directed to any other member may be grounds for rejection of Proposal as being irregular. Questions or clarifications may be emailed to the Contract Administrator (using the e-mail address provided in this Section) or hand-delivered to:

Tanana Chiefs Conference Health Services
Lobby Security Desk
Chief Peter John Tribal Building
122 First Avenue,
Fairbanks, AK 99701

d) CONTRACT ADMINISTRATION

i) Contract Administrator:

(1) Steve Brum, Facilities Director

(a) stephen.brum@tananachiefs.org 907-452-8251, Extension 3736.

ii) Contract Manager

(1) Len Osimowicz, Facilities Supervisor

(a) leonard.osimowicz@tananachiefs.org 907 452-8251, Extension 3821

e) FORM OF PROPOSAL

- i) Proposals should be submitted in accordance with Section 3 entitled Proposal Submission & Evaluation Criteria. Faxed or oral Proposals will be accepted.

f) SIGNATURE

- i) The Authorized Company Representative shall sign the original Proposal in longhand.

g) SUBMISSION OF PROPOSAL

- i) Include in one sealed container:
 - (1) Four (4) paper copies of the technical Proposal.
 - (2) One (1) paper original of the completed Price Proposal Form and Technical Proposal Signature Form in a sealed envelope marked Bid Form for Firm / Company Name
- ii) The sealed container shall be marked with the following in the lower left corner:

Firm/Company Name
Proposal for Snow Removal Services for the CAIHC Proposal
Deadline: November 13, 2020 @ 2:00 pm

- iii) The sealed container delivered to the following address:

Tanana Chiefs Conference Health Services
Lobby Security Desk
Chief Peter John Tribal Building
122 First Avenue,
Fairbanks, AK 99701

h) WITHDRAWAL OF PROPOSAL

- i) Offerors may withdraw their Proposal either personally or by written request at any time prior to the time set for the Proposal opening. No Proposal may be withdrawn after the time set for the opening thereof.

i) EVALUATION AND AWARD

- i) Each technical Proposal will be evaluated independently by committee members. Scoring will then be reviewed in committee and a final score for each Proposal assigned. After all Proposals have been assigned a technical score the price Proposals will be opened, evaluated and scored and added to the technical score to determine the successful Offeror.

j) TCC'S RIGHT TO REJECT PROPOSAL

- i) TCC expressly reserves the right to waive minor informalities, negotiate changes or reject any and all Proposals and to not award the proposed contracts, if in the best interest of TCC. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have negligible effect on price, quantity, quality, delivery or contractual conditions and can be waived or corrected without prejudice to the other Offerors.

k) EXECUTION OF AGREEMENT

- i) The Offeror whose Proposal is accepted shall execute the Agreement and furnish the required insurance within five (5) working days after the Notice of Intent to Award is issued. The Agreement shall be considered executed by the successful Offeror when an authorized representative of the Offeror signs the Agreement and the insurance certificate(s) are received by TCC. The contract is not fully executed until it is signed by an authorized representative of TCC.

l) INSURANCE

- i) Contract insurance requirements are subject to the TCC Services Contract. Customary insurance limits for this contract will be:
 - (1) Workers Compensation: The Contractor shall comply with the laws of the State of Alaska in covering all employees and subcontractors at not less than \$100,000 per person, \$100,000 per occurrence.
 - (2) Commercial General Liability Insurance: Coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates.
 - (3) Comprehensive Automobile Liability Insurance: Cover all owned, hired and non-owned vehicles not less than \$500,000 combined single limit.
- m) ACCEPTANCE OF CONTRACT/AGREEMENT TERMS AND CONDITIONS
 - i) By signing the Price Proposal Form, the Offeror certifies that they have examined and accept the terms and conditions of the contract or agreement contained in this solicitation.
- n) INVOICING
 - i) The Contractor will submit separate invoices for each facility listed in Table 1.

| Building Name | Acronym | Street Address |
|---|---------|----------------------|
| Phase II Parking Lots – Included in this Contract. | | |
| Chief Andrew Isaac Health Center | CAIHC | 1717 Cowles St. |
| Denardo Sobering Center | DSC | End of Moore St. |
| Bertha Moses Patient Hostel | BMPH | 1672 Cowles Streetr |
| Big Dipper Ice Arena | BDIA | 1920 Lathrop St. |
| University Building | UB | 2175 University Ave. |

TABLE 1.

- ii) The Contractor will invoice monthly. Each monthly invoice will bill for services provided during the monthly calendar days only.
 - (1) The Invoice will list the dates of service for each month.
 - (a) Services that start on the last day of a month and end in the subsequent month will be billed for the subsequent month.
 - (2) List the equipment used during the month.
 - (3) List the billing rate for each equipment or service.
 - (4) List the total number of hours or cubic yards used for each equipment or service in the month.
 - (a) The hours or cubic yards accumulated by more than one piece of the same equipment type may be totaled on one line item.
 - (5) Extend the cost for each equipment or service.

- (6) Provide a total monthly cost for all equipment or services.
- o) **CONTRACT TERM**
- i) The services solicited herein are for a one (1) year term only and will expire September 30, 2021.
- ii) Upon mutual agreement, up to four (4) additional one (1) year terms may be added. This contract shall expire September 30, 2025 if all renewal options are exercised.
- iii) **ANNUAL PRICE ADJUSTMENTS**
- (1) By July 15 of each year, the Contractor may request a Contact Price Adjustment for the following Renewal Year beginning October 1. Each billable rate may be adjusted to reflect any increase or decrease in the labor cost based on the annual percentage change in the Bureau of Labor and Statistics (BLS) *Anchorage CPI – All Urban Consumers* for the previous calendar year based upon the Semi-Annual Averages for Half1. The BLS table Series ID is CUUSA427SA0.
- (2) For example, a percentage change in the Hourly Rate will be computed as follows:

| | |
|---|--------------|
| CPI Annual Average for current period | 214.77 |
| Less CPI Annual Average for previous period | 210.85 |
| Equals Index Point Change | 3.92 |
| Divided by previous period CPI | 210.85 |
| Equals | 0.0186 |
| Result multiplied by 100 | 0.0186 x 100 |
| Equals Percent Change | 1.86% |

2) SECTION 2

SCOPE OF WORK AND SCHEDULE

BACKGROUND – Tanana Chiefs Conference operates 14 facilities within the City of Fairbanks. Phase II of snow removal services are currently requested for five (5) parking lots in and around the Chief Andrew Isaac Health Center (CAIHC) area (Phase II). Additional TCC parking lots may be added to this contract by Amendment.

- a) **REQUIREMENTS OF CONTRACTOR AND THEIR ON-SITE PERSONNEL**
- i) The Contractor shall at all times employ sufficient skilled labor in accordance with Federal and State labor laws.
- b) **WORK HOURS**
- i) CAIHC normal business hours are 8 AM to 8 PM, seven days a week. Snow removal is to be conducted outside of these business hours and during the first allowable work period following the initiation of a snow event. The Contractor will use their discretion to determine the start time to meet the requirements of this Contract.

- ii) The following holidays will be observed and snow removal services will not be required on these designated days:

| Holiday | Date to be Observed |
|------------------|--------------------------|
| Thanksgiving Day | 4th Thursday in November |
| Christmas Day | December 25th |

- iii) Plowing shall be completed prior to 7:00 AM to allow employees and visitors access to the property.
- iv) Services to be performed are seasonal and are weather dependent. Snow removal starts with the first qualified snowfall of Fall 2020 until the last snowfall of Spring 2021.
- v) A Contractor will provide the name of the company representative (manager or supervisor level) who must be available via e-mail or phone by the Contract Manager.
- c) **SERVICES TO BE PERFORMED**
- i) Provide snow removal and gravel placement services for the property at the Chief Andrew Isaac Health Clinic at 1717 West Cowles Street. These services will be provided automatically and without need for any request. See attached property drawing, **Attachment 1 to this RFP**.
- ii) Plow driving lanes, parking surfaces (both asphalt and rap), loading docks and fire lanes whenever two (2) or more inches of snow accumulates during a snow event.
- iii) Snow removal during CAIHC's normal business hours of 8 AM to 8 PM is permitted only at the request of the Contract Manager. In this case, special snow removal conditions will exist to protect all parties from accidental equipment impacts.
- iv) Place gravel on all driving and parking surfaces after each snow removal event. Contractor will use E-chip or D-chip grade of gravel.
- v) No snow shall not be piled or stacked around light posts, onto islands or landscaping.
- vi) Contractor shall not create berms in front of dumpsters, enclosures, fire lanes, entrances or on sidewalks or walkways.
- vii) Plowed snow may be temporarily stored on-site in one of the two (2) Snow Pile Areas detailed on the property drawing (Attachment 1).
- viii)
- (1) When the Snow Pile Areas are full, storage of snow in remote areas of the parking lot will be allowed for up to seven (7) days.
- (2) The Contractor will remove snow from the Snow Pile Areas and other temporary storage areas when the Snow Pile Areas are at or near capacity.
- ix) Excess snow removal and Hard Pack Removal/Hauling services will be invoiced as Time and Materials.
- (1) The scheduling of all Hard Pack Removal/Hauling events will be agreed to by the Contractor and Contract Manager.

- (2) Hard Pack will be removed from the TCC property and disposed of using accepted local methods that comply with all regulations.
 - (3) TCC assumes no responsibility for the products of Hard Pack Removal once they leave TCC property.
- x) Snow removal from the sidewalks is excluded from this scope of services. Snow from the parking lot cannot be moved or placed on the sidewalks.
- xi) The Contractor will carefully work around vehicles that are present during plowing activities. The Contractor will work with the Facilities Manager to have problem vehicles removed. TCC will be responsible for vehicle removal.
- d) DAMAGES
 - i) Contractor will be solely responsible for damages caused during the execution of services within the scope of work, including, but not limited to:
 - (1) Asphalt surfaces
 - (2) Curbs and gutters
 - (3) landscaping
 - (4) Building
 - (5) Light poles
 - (6) Island parking blocks
 - (7) Generator
 - (8) Trash containers, dumpsters
 - (9) Ramps
 - (10) Bollards
 - (11) Vehicles
 - ii) Damage caused by snow removal must be reported to the TCC Contract Manager. Unless agreed to otherwise, the TCC will repair the damage and bill the Contractor.
- e) EQUIPMENT AND SUPPLIES
 - i) In the Technical Proposal, the Offeror shall list the snow removal equipment required to provide the services described in this RFP. By doing so, the Offeror verifies that their equipment inventory is adequate to remove snow for snowfall events up to six (6) inches and for hardpack removal in the manner and time required by the contract.
 - ii) The Contractor may regularly or temporarily acquire additional equipment through rental or subcontracting.
 - iii) The Contractor is required to furnish vehicles and equipment including operator and fuel for each vehicle/equipment used. TCC will not provide plowing equipment or gravel. On site storage of contractor snow removal equipment and fuel is not allowed.
- f) SECURITY & BUILDING ACCESS
 - i) TCC Security will be on-site 24 hours a day. Building will not be accessible outside normal operating hours.
- g) INSPECTIONS AND REPORTING REQUIREMENTS
 - i) Facilities Manager will inspect results of services provided.
 - ii) The Facility Manager, or their designee, is the only point of contact for the contractor with regards to the terms of this contract.

3) SECTION 3

PROPOSAL SUBMISSION AND EVALUATION CRITERIA

a) PROCUREMENT AND PERFORMANCE PROCESS

- i) The procurement and performance process is anticipated to be as follows:

ACTIVITY SCHEDULE

| | ACTIVITY | DATE |
|----|--|---------------------------------|
| A. | Advertise RFP | Wednesday, October 28th |
| B. | Site Visit at 1:00 pm. SE corner of South parking lot just north of the Big Dipper | Wednesday, November 4 at 1:00pm |
| C. | Deadline for contractor written questions/clarifications | Friday, November 6, at 2 PM |
| D. | Issuance of final Addendum | Tuesday, November 10 |
| E. | Proposals Due | Friday, November 13 at 2 PM |
| F. | Notice of Intent to Award | Monday, November 16 |
| G. | Contract Start Date | Monday, November 23 |

b) TECHNICAL PROPOSAL REQUIREMENTS

A form is provided for the Technical Proposal. The Offeror may submit additional pages if needed. The Proposal shall address the following evaluation factors which will be scored by the Selection Committee:

i) Snow Removal Contractor Experience (50 points)

- (1) The Offeror shall provide information about current and previous snow removal contracts performed in the last 5 years of similar size, scope and location. Provide the following information for each contract:
 - (a) Project title, location and brief description of the scope of services.
 - (b) State type of facility (office, medical clinic, hospital or other).
 - (c) Project owner name and current name and telephone number of owner's contact person.
- (2) Provide the average percentage of Alaska Native/American Indian employees employed throughout the last 3 years.
- (3) Verify equipment availability
 - (a) List the equipment owned by the Offeror.
 - (b) List the name and contact information of potential subcontractors and the equipment that may be acquired from them.

ii) Price Proposal (50 points)

- (a) The rates proposed by the Offeror in this section will be used to make the Price Evaluation. In both cases, more points are earned by the lower Equipment Schedule costs and Commitment Fee amount.
- (b) The equipment/service rates provided in this section will be used as a basis for monthly invoicing.
 - (i) **Equipment Schedule.** The Offeror will provide equipment rates for each type of equipment listed regardless of how it is acquired. Invoicing for work provided with rented or subcontracted equipment will use the same rates as Contractor-owned equipment.

(ii) Commitment Fee.

- 1. The Offeror will provide a base monthly cost to guarantee that this Contract receives a high service priority by the Contractor. The Commitment Fee is a base monthly fee earned by the Contractor and is a guaranteed minimum monthly payment from October through April of each season.
 - a. The Contractor will invoice for the Commitment Fee amount if the cost of services provided does not exceed the amount of the Commitment Fee for a monthly period.
 - b. Once the cost of services provided exceeds the Commitment Fee, then the Contractor will itemize the costs based on the Equipment Schedule only and the Commitment Fee will appear on the invoice as a \$0 charge for the month.

c) PROPOSAL SUBMISSION

- i) A Proposal consists of the Technical Proposal, Price Proposal, and Technical Proposal Signature Form.

d) EVALUATION OF PROPOSALS

- i) Technical Proposals will be evaluated and scored on an individual basis by the Evaluation committee. Final scores will be determined and agreed to by the Committee before opening the cost Proposals. The cost Proposals will be opened and scored adding the results to the technical Proposal scores to arrive at a final score for each Proposal. The highest scoring Proposal will be issued a Notice of Intent to Award.

Technical Proposal Form (Page 1)

Name of Company or Organization _____

| Current or Previous Contracts | | | |
|-------------------------------|--|-----------------|----------|
| Company/Organization | | | Location |
| Dates of Service | | Primary Contact | |
| Brief Description | | | |
| | | | |
| | | | |

| Current or Previous Contracts | | | |
|-------------------------------|--|-----------------|----------|
| Company/Organization | | | Location |
| Dates of Service | | Primary Contact | |
| Brief Description | | | |
| | | | |
| | | | |

| Current or Previous Contracts | | | |
|-------------------------------|--|-----------------|----------|
| Company/Organization | | | Location |
| Dates of Service | | Primary Contact | |
| Brief Description | | | |
| | | | |
| | | | |

| Current or Previous Contracts | | | |
|-------------------------------|--|-----------------|----------|
| Company/Organization | | | Location |
| Dates of Service | | Primary Contact | |
| Brief Description | | | |
| | | | |
| | | | |

Technical Proposal Form (Page 2)

Name of Company or Organization _____

_____% Average Percentage of Alaska Native/American Indian employees throughout the last three years.

| Snow Removal Equipment Availability | | | |
|--|------------------------|-------------------------------------|-----------------------------------|
| Equipment Type | Owned by Offeror (Y/N) | Rental agency or Subcontractor name | Subcontractor contact information |
| | | | |
| | | | |
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4) SECTION 4

PRICE PROPOSAL FORM**Date:** November 13, 2020**Project:** Snow Removal Services
Chief Andrew Isaac Health Center, Phase II
1717 West Cowles Street
Fairbanks, AK

Proposal of: _____

Name of Company or Organization

(hereinafter called the Offeror), a corporation, organized and existing under the laws of the State of Alaska, a partnership, or an individual doing business as:

To the Tanana Chiefs Conference (hereinafter called the Owner).

The Offeror, in compliance with the Request for Proposals (RFP) to provide Snow Removal Services, having examined the RFP and the site of the proposed work, and being familiar with all of the conditions, hereby proposes to furnish all Snow Removal Services, within the time set forth therein, and for the price stated below.

The Offeror acknowledges receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

EQUIPMENT SCHEDULE

| Equipment | Billable Rate |
|-------------------------|----------------------|
| TRUCK-MOUNTED SNOW PLOW | \$ /HOUR |
| SKID STEER | \$ /HOUR |
| LOADER | \$ /HOUR |
| DUMP TRUCK | \$ /HOUR |
| SANDER | \$ /CUBIC YARD |
| OTHER | |
| OTHER | |
| OTHER | |

COMMITMENT FEE

For the monthly Commitment Fee proposed below, the Offeror pledges to give the snow removal responsibilities at Chief Andrew Isaac Health Center a high priority to insure that the requirements of the Specifications are met:

\$ _____

Signature Date

Printed Name Title

TECHNICAL PROPOSAL SIGNATURE FORM

By signing below, the Offeror is hereby certifying to the following:

1 . The Offeror has carefully examined the request for Proposal documents to Provide Snow Removal Services at the Chief Andrew Isaac Health Center.

The individual signing below, or the firm, association or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation.

The individual signing below is authorized by the firm, association or corporation to bind such association or corporation to a legal contract.

The individual signing below, or the firm, association or corporation of which they are a member, is not debarred or suspended from doing business with the Tanana Chiefs Conference.

Signature

Date

Printed Name

Title

Company Name

Company Mailing Address

City, State and Zip Code

Telephone Number Fax Number

Email Address

It shall be the responsibility of the Offeror to see that their Proposal is received at or before the date and time fixed for opening.

SECTION 5

Attachment 1: Property

Attachment 2: Excerpts from TCC Services Contract

Service Contract

(not for procuring equipment, supplies, property, construction, repair, or leasing)



This contract is between Dena' Nena' Henash, d/b/a Tanana Chiefs Conference, an Alaska nonprofit corporation (TCC), 122 First Avenue, Suite 600, Fairbanks AK 99701, and _____(Contractor), at address _____.

1. Scope of Services to be Performed By Contractor ("the Services"). This

contract is between TCC and Contractor to

Provide snow removal, sanding, hard-pack removal and sweeping services for selected TCC properties.

2. Management. The TCC Facilities Department will manage this contract for TCC. _____ will manage this contract for Contractor. If a party changes its contract manager then the party will promptly notify the other in writing of the change.

3. Term of Contract. Subject to Section 9, the Services will start on November 16, 2020 and end on September 30, 2021 unless modified by written agreement signed by both parties.

4. Payment. Contractor will be paid
Without cause upon 30 days.

The total value of this contract is not to exceed \$ _____.

Upon receipt of a properly prepared invoice, payment will be made no later than 30 (thirty) days after TCC determines that the Scope of Services agreed upon is being adhered to, satisfactory progress made, and Contractor has furnished TCC with Contractor's taxpayer identification number and all required documents.

Note:

- a. the Contractor is responsible to arrange its own travel,
- b. TCC will only reimburse reasonable, coach class airfare and the receipt(s) must be attached to the Contractor's invoice,
- c. [*if applicable*] the per diem rate is \$ 0 per day. Contractor shall include any per diem payable on its invoice,
- d. [*if applicable*] the travel time rate is \$ 0 per hour. Contractor shall include any travel time payable on its invoice,
- e. [*if applicable*] other travel expenses to be reimbursed are:
0. Contractor shall include any travel expenses to be reimbursed on its invoice,
- f. there will be no advance payment to Contractor of the above items unless otherwise mutually agreed in writing. If payable, they must be invoiced by Contractor.

5. Insurance and Indemnification by Contractor. Before starting performance of the Services, Contractor will provide to TCC proof of all insurance required or customary in connection with the Services or for the type of work, including workers' compensation insurance, in amounts acceptable to TCC. Except for claims arising out of acts caused by the sole negligence of TCC or its employees, Contractor shall indemnify and hold harmless TCC, its employees, agents, officers, and directors for any claims arising out of an act or omission of any nature whatsoever of the Contractor, or its employees, causing damage to any person or property in the performance of this contract.

6. Native Hire. If this contract involves a federal program or if the State of Alaska is acting under congressional delegation of federal trust authority then Contractor will provide employment preference for Native Americans in activities under this contract under Public Law 93-638 and other applicable laws. Contractor shall list all job solicitations for work under this contract with the TCC Human Resources Department. This provision shall not apply to Contractor's employees hired before the effective date of this contract.

7. Compliance.

8. Records and Retention. Contractor will provide TCC, the Comptroller General of the United States, and any federal or state grantor agency that contributed any portion of the contract funding, access to any books, documents, papers, and records of Contractor related to the contract for the purpose of making audits, examinations, excerpts and transcriptions. Contractor agrees to maintain all such records for at least 3 (three) years from the date when final contract payment is made by TCC to Contractor.

9. Termination. Either party may terminate this contract upon 30 days' prior written notice to the other party. If TCC terminates this contract without cause, Contractor shall be paid for the percentage of total work under the contract satisfactorily completed, less advances. TCC may terminate this contract immediately for a breach, non-performance or material non-compliance. If TCC terminates this contract because of breach, non-performance, or material non-compliance with the terms of this contract or Contractor terminates this contract for a reason other than a breach by TCC, Contractor shall be liable to TCC for damages equal to the difference between the contract price and cost to TCC to complete the work.

10. Privacy and Confidentiality. TCC is required to safeguard the privacy of its clients and to protect their rights to confidentiality. Federal or state privacy or confidentiality laws and regulations protect certain information including a client's identity or presence for purposes of treatment. Contractor is responsible to apprise itself of and abide by the provisions of all federal or state laws and regulations that may apply including, but not necessarily limited to, the Alcohol and Other Drug Confidentiality Rule, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act Privacy Rule, 45 CFR Sections 160 and 164, and to preserve and safeguard the privacy and confidentiality of TCC clients. Contractor shall not disclose the identity of any TCC client or share any information or observations regarding any TCC client. Contractor shall keep confidential all information about any TCC employee learned in connection with this contract or performance of the Services. Contractor shall hold all information made available by TCC to Contractor in strict confidence. If Contractor has any questions regarding matters of privacy or confidentiality, Contractor is to contact the TCC contract manager.

11. Independent Contractor. Contractor is an independent contractor, not an employee of TCC. Contractor shall possess a valid, current Alaska business license and City of Fairbanks business license, if applicable, and such other permits and licenses required to perform the work required by this contract. Contractor is solely responsible for all taxes, employee withholdings, workers' compensation insurance, and unemployment insurance.

12. Expenses. TCC and Contractor will each pay for the negotiation and performance of their respective obligations under this contract.

13. Prohibition on Subcontracting and Assignment. Contractor agrees not to subcontract to any extent the Services without the prior written consent of TCC. Neither party may assign its rights, interests or obligations under this contract without the prior written consent of the other party.

14. Disclosure of Potential Conflicts of Interest. Before signing this contract, Contractor agrees to disclose to the TCC contract manager any relationship that may be a potential conflict of interest related to the performance of the Services. A potential conflict of interest includes, but is not limited to, Contractor being related within the third degree of blood relationship to an employee of TCC, Contractor having an existing financial interest with TCC, or Contractor having an existing financial interest with any person involved in the signing of this contract. By signing this contract, Contractor represents and warrants that it has made all required disclosures to TCC. Any breach of this Section will be considered a material breach of this contract.

15. Contractor's Representations. Contractor represents and warrants that Contractor is qualified to perform the Scope of Services outlined in Section 1, and has obtained all professional licenses, business licenses, permits, or governmental approvals necessary for performance of the Services.

16. Debarment and Suspension Certification. Contractor certifies that neither it nor its principals are listed on the Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

17. Equal Employment Opportunity. Subject to Section 6, Contractor will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18. Anti-Lobbying Certification. (This provision applies if the contract amount exceeds \$100,000). Contractor agrees that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, grant, or any other award covered by 31 USC §1352.

19. Clean Air Act and Federal Water Pollution Control Act Certification. (This provision may apply if the contract amount exceeds \$100,000). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC §1251 et seq.).

20. Rights to Inventions Made Certification. (This provision is applicable if the contract is for the performance of experimental, developmental, or research work). Contractor agrees that the Federal Government and TCC shall have all rights to any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

21. Severability. If any provision of this contract is held invalid, such provision is ineffective only to the extent prohibited or invalidated by law, without invalidating the remaining provisions of this contract.

22. Complete Contract. This contract, together with any attachments or other documents expressly referenced, comprises the complete agreement between the parties and supersedes any prior understandings, contracts or representations by or between the parties.

23. Counterparts. This contract may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

24. Governing Law and Forum. The internal law of the State of Alaska, without regard to conflicts of laws principles, governs the construction, validity, interpretation, and performance of this contract. Any claim under this contract shall be filed in the courts of the State of Alaska, Fourth Judicial District at Fairbanks.

25. Headings. Headings in this contract are used for reading convenience only.

26. Amendment and Waiver. This contract may not be amended or waived except by a writing signed by both parties. No course of dealing will amend or waive any part of this contract.

27. Notices. All notices, demands and other communications to be given under this contract will be in writing and will be deemed to have been given when personally delivered or 3 (three) days after being mailed by first class mail, or when receipt is acknowledged if sent by fax or other electronic transmission. Notices, demands, and communications will, unless another address is specified in writing, be sent to the respective addresses indicated above.

28. Attachments. This contract does ☒ /does not ☐ have an attachment consisting of _____ pages that is incorporated herein.

Tanana Chiefs Conference
President or EFO Signature

Date

Contractor Signature

Date

By: _____
Name of Contractor

EIN or SSN: ² _____
Telephone No.: _____
Fax No.: _____
Email: _____

Untitled Map

Write a description for your map.

Legend

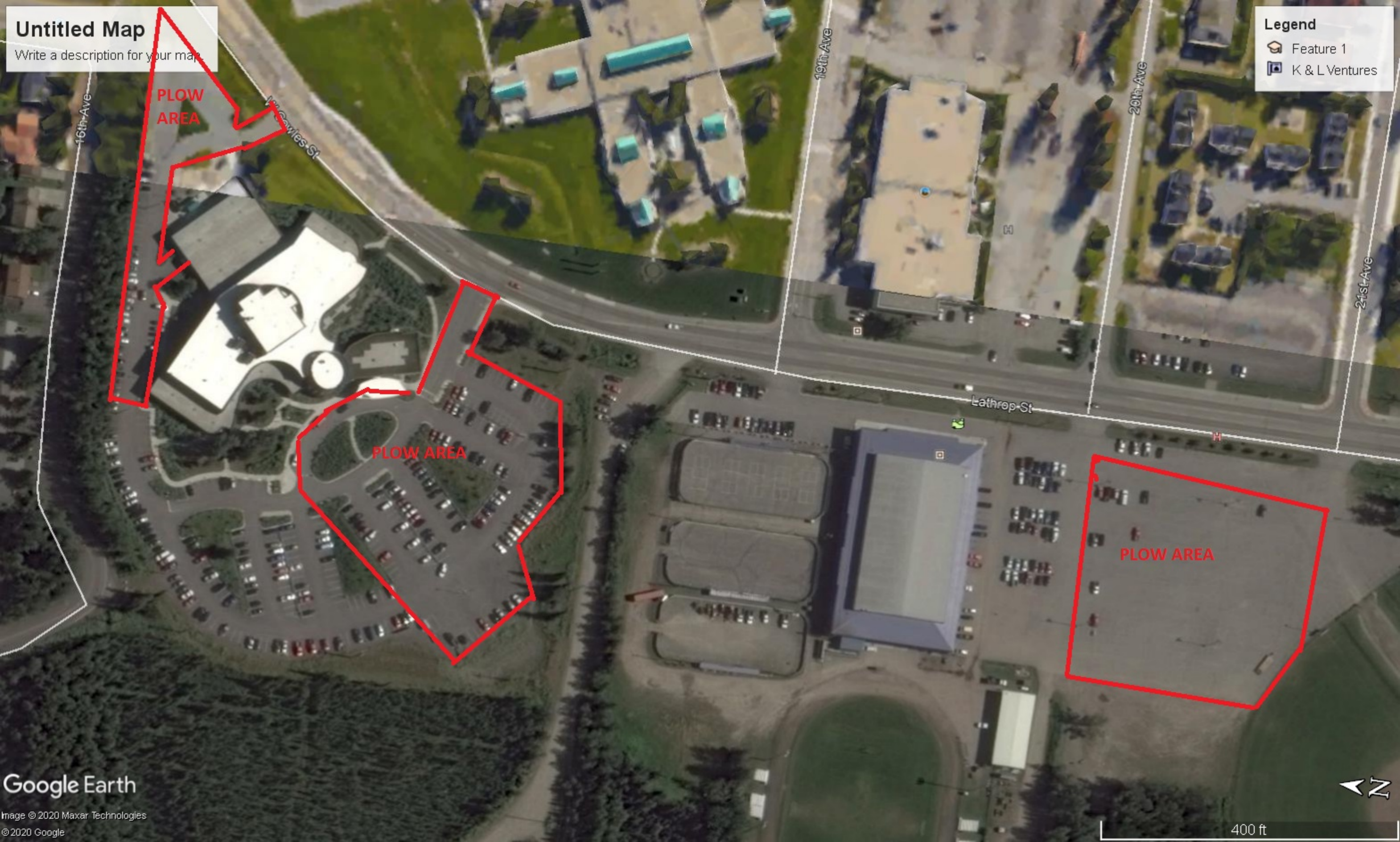
- Feature 1
- K & L Ventures

17th Ave

PLOW AREA BMPH

Legend


- Feature 1
- K & L Ventures




Untitled Map

Write a description for your map.

Legend

 Feature 1

 K & L Ventures



Untitled Map

Write a description for your map.

Legend

- Feature 1
- K & L Ventures

PLOW AREA

Holden Rd

Davis Rd

University Ave S

